



ASHA
American
Speech-Language-Hearing
Association

COMMUNITY SUBSCRIPTION AGREEMENT

This Community Subscription Agreement (the “Agreement”) is entered into and effective as of this ____ day of _____, 20__ (the “Effective Date”), by and between the American Speech-Language-Hearing Association (“ASHA,”) and _____ (“Organization”) to participate in ASHA’s speech-language pathology and/or audiology National Outcomes Measurement System (NOMS) Registry. ASHA and Organization are each a “Party” to this Agreement and are referred to collectively as the “Parties.”

1. Purpose and General Terms

- 1.1. Organization’s participation in ASHA’s speech-language pathology and/or audiology National Outcomes Measurement System (NOMS) Registry, including any use by Organization of all related data collection instruments, training materials, data, databases, specifications, schema, systems, software, apps, services and documentation contained therein (collectively, “NOMS”) and any data, reports or other output regarding treatment results generated through the NOMS reporting tool (the “NOMS Data”) shall be solely for the purpose of improving treatment outcomes, research, patient/client advocacy, and public policy discussions in the fields of speech-language pathology and audiology (the “Purpose”).
- 1.2. The responsibilities for both ASHA and Organization (including liability in connection with acts or omissions of Organization’s Administrator, Subscribers, Users, and Third-Party Providers) are set forth in this Agreement.
- 1.3. In addition to agreeing to be bound by this Agreement, Organization hereby agrees to:
 - 1.3.1. meet and maintain the eligibility requirements for use of NOMS, as such requirements may be modified by ASHA from time to time (as further described in Appendix A);
 - 1.3.2. designate a Subscriber (as further described in Section 2);
 - 1.3.3. ensure that all Subscribers and Users have been trained to use NOMS;
 - 1.3.4. submit all data and information specified on the ASHA-provided data collection forms collected by Organization from its patients receiving speech-language or audiology treatment (“Treatment Data”) to NOMS through a Web-based portal or other electronic means designated by ASHA (as further described in Section 7) within the specified timeframe while this Agreement is in effect; and
- 1.4. Organization also hereby acknowledges and agrees to ASHA’s right to terminate this Agreement and/or terminate any use of NOMS by Subscriber or any User as contemplated by Sections 9 and 13 below.

2. Definitions

- 2.1. “User” means any individual who has been granted access to NOMS (as further described in Appendix A).
- 2.2. “Subscriber” means a qualified individual with the appropriate credentials in good standing, who represents the Organization and serves as the primary point of contact between the Organization and ASHA (as further described in Appendix A).
- 2.3. “Specifications” means ASHA’s proprietary file specifications to be set forth upon your selection of the electronic data transmission option. Specifications may be modified by ASHA from time to time in its sole discretion.
- 2.4. “Third Party Provider” has the meaning set forth in Section 4.4.

3. Responsibilities of ASHA

- 3.1. ASHA shall use reasonable efforts to make NOMS available to each Subscriber and User(s) under this Agreement, as described in the documentation and specifications it publishes from time to time.
- 3.2. During the Term (as defined below), and subject to the terms and conditions set forth herein and any other applicable requirements promulgated by ASHA, ASHA hereby grants to Organization a non-exclusive, revocable, non-transferrable, limited license subject to all of ASHA’s rights in NOMS and the NOMS Data and the terms of this Agreement, to display, copy, incorporate into Organization’s electronic medical record (if applicable) in accordance with the Specifications set forth by ASHA, report and publish the NOMS Data, solely for the Purpose stated above, including for marketing the treatment provided by Organization and the results of Organization’s treatment against NOMS benchmarks and for demonstrating quality treatment to payers and other relevant parties. For the avoidance of doubt, and without limiting any of Organization’s other obligations under this Agreement, Organization shall have no right or license, and shall not disclose to any third party, any Confidential Information (as defined below) of ASHA, including ASHA’s data collection instruments and Functional Communication Measures (a series of domain-specific measures used to describe an individual’s functional abilities over the course of speech-language pathology intervention), training materials, specifications, schema, systems, apps, and documentation.
- 3.3. ASHA shall make reasonable efforts to ensure that all appropriate safeguards are employed to secure the NOMS data collection system which enables Organization to submit Treatment Data to ASHA as required under this Agreement.

4. Responsibilities of Organization

- 4.1. Organization hereby represents and warrants that:
 - 4.1.1. Any Treatment Data provided to ASHA has been collected by Organization and transmitted to ASHA in compliance with all applicable laws, rules, and regulations (including the Health Insurance Portability and Accountability Act of 1996 as amended);

- 4.1.2. Organization is authorized and has all necessary rights to collect any Treatment Data transmitted to ASHA pursuant to this Agreement and to export, transmit, and provide ASHA with access to such data as required hereunder;
- 4.1.3. The Treatment Data will be current, accurate and complete as of the date it is transmitted to ASHA; and
- 4.1.4. Organization will use NOMS and the NOMS Data in strict compliance with all applicable laws, rules, and regulations.
- 4.2. Organization hereby grants, and agrees to grant, ASHA and all other Users of NOMS, a royalty-free, perpetual, irrevocable, transferable, sublicenseable, worldwide, non-exclusive license under all of Organization's and Organization's Subscribers' rights in and to such data, to copy, publicly display, store and retrieve in a database, extract, create derivative works of, report, publish and otherwise fully exploit all such data, including for the Purpose and for purposes of operating, improving, supplementing, updating, or otherwise modifying or maintaining NOMS or the NOMS Data.
- 4.3. Organization shall be liable to ASHA for all acts and omissions of Subscriber and each of its Users in connection with or relating to NOMS or the NOMS Data, and the license grant in this Agreement.
- 4.4. If Organization chooses to transmit Treatment Data via electronic means, Organization may permit a third-party service provider ("Third Party Provider") to incorporate and configure the NOMS data fields into Organization's electronic medical record pursuant to the license set forth in Section 3.2, provided that Organization contractually binds such Third Party Provider to confidentiality and security obligations that are at least as stringent as those set forth in Section 10. Such Third Party Provider shall be deemed the agent of Organization, and Organization shall be liable to ASHA for the Third Party Provider's non-compliance with confidentiality obligations and other material portions of this Agreement and for all acts and omissions of the Third Party Provider.

5. Responsibilities of Subscriber

- 5.1. Organization shall ensure that each individual designated as a Subscriber by such Organization will be responsible for disseminating all information pertaining to training, data collection and reporting to all Users employed by or otherwise associated with Subscriber's associated Organization at such Organization's sole expense, and shall be responsible for notifying ASHA of changes in employment status and eligibility status of any User(s).
- 5.2. Organization shall ensure that each Subscriber accepts ASHA's right to terminate Subscriber or any User that ASHA may determine to be insufficiently qualified to use NOMS pursuant to the process and requirements described in Section 9.3 below.
- 5.3. Organization shall ensure that each Subscriber may designate one or more Users within Subscriber's Organization to use NOMS and the NOMS Data. Organization shall ensure that each Subscriber and each User shall also be subject to the privacy policies applicable to NOMS and NOMS Data.

5.4. Organization shall ensure that each Subscriber shall be responsible for coordinating the collection and submission to ASHA of the Treatment Data within Organization, ensuring that all Users comply with the terms of this Agreement, and all other activities relative to NOMS, as further described in Section 1.3 above.

6. Responsibilities of Users

6.1. Organization shall ensure that each User acting on behalf of such Organization complies with the requirements of Sections 1.3.1, 1.3.3, 1.3.4, 10.1, and 10.5.

6.2. Organization shall ensure that each User acting on behalf of such Organization administers a patient/client's NOMS submissions, but not necessarily all of the treatment.

6.3. Organization shall ensure that each User acting on behalf of such Organization shall maintain sufficient qualifications and satisfy all applicable payment obligations, as applicable (as further set forth in Appendix A), as specified by ASHA in its sole and complete discretion, to qualify for access to and use of NOMS and NOMS Data.

7. Provision of Data

7.1. During the Term (as defined below), Organization shall submit all Treatment Data to NOMS through a secured Web-based portal or other electronic means, including via JSON, CSV, or proprietary apps, designated by ASHA within ninety (90) days (for Web-based data collection) or 180 days (for electronic transmission) of the Effective Date and maintain such data submission without a lapse greater than ninety (90) days through the duration of the Term.

7.2. For electronic data transmission, if applicable:

7.2.1. Beginning no more than thirty (30) days after the NOMS data fields have been incorporated into Organization's electronic medical record, Organization shall export to ASHA, in accordance with the Specifications and maintain data submission on no less than a monthly basis, all relevant Treatment Data entered by or on behalf of the Users. Organization hereby acknowledges and agrees that ASHA will include the Treatment Data into NOMS and will use the Treatment Data for the Purpose.

7.2.2. ASHA may provide Organization with updates, enhancements, or modifications ("Updates") to the NOMS data fields from time to time in ASHA's sole discretion. In the event that ASHA provides Organization with any such Update, Organization shall promptly (but in no event in more than thirty (30) days) implement such Update into the electronic medical record in accordance with the specifications provided by ASHA.

8. Disclaimers

8.1. ASHA DOES NOT REPRESENT OR WARRANT THAT NOMS OR THE NOMS DATA, OR REPORTS GENERATED THEREFROM, WILL BE AVAILABLE, WITHOUT INTERRUPTION, ERROR-FREE, COMPLETE, ACCURATE, SECURE OR COMPATIBLE OR SAFE TO USE WITH ANY SYSTEMS.

- 8.2. ASHA UNDERTAKES NO DUTY TO CORRECT OR PREVENT ANY MISTAKES, MISINFORMATION, BUGS, FLAWS OR INCOMPATIBILITY OF ANY SOFTWARE OR SYSTEM WITH NOMS OR THE NOMS DATA. ORGANIZATION’S USE OF NOMS AND NOMS DATA IS ON AN AS-IS BASIS WITH ALL FAULTS. ASHA MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COMPLIANCE WITH LAWS AND REGULATIONS.
- 8.3. ORGANIZATION HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY REPRESENTATION, WARRANTY, COVENANT, OR UNDERTAKING OF OR BY ASHA THAT IS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

9. Audits; Inactive Status

- 9.1. Organization agrees that, from time to time, ASHA may utilize its automated audit tools to verify Organization’s, and Subscribers’ and Users’ eligibility for use of NOMS and Organization’s compliance with this Agreement (e.g., data submission, certification, payment, if applicable).
- 9.2. If ASHA notifies Organization, or any User or Subscriber, that Organization has failed to comply with the requirements set forth in Section 7 above, then Organization shall have thirty (30) days (for Web-based data collection) or sixty (60) days (for electronic transmission) to cure such failure. If Organization fails to cure such failure within the specified timeframe after the notice, then Organization shall be classified as an “Inactive Entity” and this Agreement (including Organization’s license to use NOMS and the NOMS Data specified in Section 3.2 above, as well as any rights held by any Users or Subscribers to use NOMS and the NOMS Data) shall immediately terminate.
- 9.3. If ASHA notifies Organization or any User or Subscriber that such User or Subscriber has been determined by ASHA in its sole discretion to be insufficiently qualified to use NOMS in accordance with the requirements specified herein, then Organization shall have ninety (90) days to cure such failure. If such failure is not cured within ninety (90) days after the notice, then such Subscriber or User shall be classified as an “Inactive User” and its rights to use NOMS or the NOMS Data shall immediately be terminated.
- 9.4. Inactive Entities and Inactive Users must cease use of NOMS and any NOMS Data (including data collection instruments, Functional Communication Measures (if applicable), training materials, specifications, schema, systems, apps, and documentation). An Inactive Entity must enter into new Agreement to again be eligible for use of NOMS or the NOMS Data.

10. Confidentiality

- 10.1. Organization agrees that NOMS, NOMS Data, ASHA’s data collection instruments and Functional Communication Measures (if applicable) and any and all training materials, specifications, schema, systems, apps, documentation and any other information disclosed to Organization, Subscribers, or Users by ASHA in connection with this Agreement is the proprietary and confidential information of ASHA (“Confidential

Information”) and is exclusively owned by ASHA. Accordingly, Organization shall hold all Confidential Information in strict confidence and shall use at least the same degree of care the applicable Organization employs with respect to its own proprietary or confidential information, but in no event less than a reasonable standard of care. Organization shall not, without the prior written consent of ASHA, disclose or reveal to any third party or utilize for Organization’s own benefit the Confidential Information, or any part thereof, other than as expressly permitted under this Agreement. Organization shall ensure that the Subscriber, all Users, and the Third Party Provider (if applicable) comply with the obligations and restrictions set forth in this Section.

- 10.2. Organization shall ensure that any Third Party Provider contracted to incorporate and configure the NOMS data fields into Organization’s electronic medical record has agreed in writing to obligations of confidentiality and non-use regarding the Confidential Information set forth in Section 10.1 no less restrictive than those set forth herein.
- 10.3. The Organization shall implement and maintain security measures and safeguards which are adequate to prevent the unauthorized access, use, destruction, loss, or alteration of the Confidential Information.
- 10.4. Notwithstanding anything to the contrary contained herein, if Organization breaches any of its obligations contained herein with respect to confidentiality and unauthorized use of Confidential Information under this Agreement, ASHA, without limiting or waiving any other rights or remedies and without being required to post a bond, interim, interlocutory and permanent injunctive relief without the necessity of proving either actual damage or that any irreparable harm would or might result from a failure to obtain such relief, shall be entitled to equitable relief to protect its interests therein, including injunctive relief and money damages, it being acknowledged and agreed by Organization that any such breach may cause irreparable harm to ASHA and that monetary damages, alone, will not provide an adequate remedy (provided, that no provision of this Agreement shall preclude ASHA from seeking and collecting monetary damages).
- 10.5. Any Treatment Data or other information provided to ASHA by the Organization for the purpose of data collection for the NOMS database will be reported only in aggregated form to maintain confidentiality. No patients/clients, individual programs, facilities, or systems will be identified in any of the aggregated data reports. Organization shall ensure that all of its Subscribers and Users comply with the obligation in this provision.

11. Limitations of Liability

- 11.1. Except as provided in Sections 11.2 and 11.3 below, in no event will either Party be liable to the other for any consequential, indirect, special, punitive, or incidental damages, whether based on breach of contract, tort (including negligence and strict liability) or otherwise, including lost data and lost profits, arising from this Agreement, even if such Party has been advised of the possibility of such damages.
- 11.2. The limitations on consequential and other damages set forth in the first sentence of Section 11.1 shall not apply to any of the following: (a) any breach by Organization of any obligations, representations, or warranties applicable to Organization and contained in Sections 1.3, 4 and 5; (b) a breach of the

confidentiality obligations set forth in Sections 10.1, 10.2, and 10.3 herein; (c) Organization's infringement or misappropriation of any of ASHA's intellectual property or other proprietary rights in or to NOMS or the NOMS Data; and (d) fraud, gross negligence, willful misconduct or violation of applicable law, rules or regulations by Organization.

11.3. ASHA's aggregate liability to Organization, its Subscriber and Users and any third party under this Agreement, whether based on breach of contract, tort (including negligence and strict liability), or otherwise, will be limited to \$50.

12. Ownership

12.1. Organization acknowledges and agrees that NOMS and the NOMS Data is the sole and exclusive property of ASHA. Except for the licenses expressly granted in Section 3.2, neither Organization nor Subscriber or any User is granted any intellectual property rights in or to NOMS or the NOMS Data, whether by implication, estoppel or other legal theory, and all rights in and to the NOMS and the NOMS Data not expressly granted in this Agreement are hereby reserved and retained by ASHA.

12.2. Organization will not copy, disclose or publish NOMS, the NOMS Data, or any information contained therein to any third party except in accordance with Section 4.4 of this Agreement.

12.3. Organization will not allow any facility not covered under the Agreement to use or access the NOMS and the NOMS Data.

13. Term; Effect of Termination

13.1. This Agreement is effective as of the Effective Date and will remain in effect for one (1) year thereafter (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods, unless either Party gives at least thirty (30) days prior written notice to other Party for termination. The "Term" shall collectively mean the Initial Term and any renewal periods.

13.2. Upon expiration or termination of this Agreement, whether Organization or ASHA terminates this Agreement, the Organization, Subscriber and User(s) must immediately cease use of NOMS, the NOMS Data, or other ASHA proprietary materials (data collection instruments, Functional Communication Measures (if applicable), training materials, specifications, schema, apps, systems, and documentation). In addition, if applicable, the Organization shall immediately uninstall or disable the proprietary app and all aspects and components of the NOMS data fields from the electronic medical record. Organization shall have no further licenses or rights to the use of NOMS or NOMS Data upon termination of this Agreement for any reason and agrees that it shall not make any claim to the contrary.

14. General Terms

14.1. Governing Law. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to any conflicts of law

principles that would require the application of the laws of any other jurisdiction, and shall be subject to the exclusive jurisdiction of its federal or state courts in Maryland.

- 14.2. Entire Agreement. This Agreement and its Appendices constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- 14.3. No Waivers. Either Party’s failure to enforce any of the provisions of this Agreement, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of this Agreement.
- 14.4. Severability. If any provision of this Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 14.5. Publicity. Neither Party will use the name, logo, trademarks, trade names, or other marks of the other Party (or its affiliates), or issue a press release or other public statement regarding the subject matter of this Agreement, without the other Party’s prior written consent. However, subject to the restrictions set forth in Section 3.2 above, nothing will restrict Organization from publicizing the fact that Organization is a user of NOMS.
- 14.6. Notices. Notices concerning this Agreement shall be in writing and shall be given or made by means of electronic email, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective Party using the contact information provided in this Section (or such other contact information provided from time to time in accordance with this provision). A notice that is sent by electronic mail shall also be sent by one of the other means described in this Section.

If to ASHA:

Rob Mullen
American Speech-Language-Hearing Association
2200 Research Blvd #245
Rockville, MD, 20850
RMullen@asha.org

If to Organization:

- 14.7. Construction. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.”
- 14.8. Relationship of the Parties. Neither Party undertakes to perform or discharge any liability or obligation of the other Party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other Party. Nothing contained in this Agreement is intended

to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

14.9. Assignment. Organization shall not assign (whether by way of direct assignment or operation of law in connection with a sale of substantially all assets, controlling, equity, merger, or other business combination) this Agreement, in whole or part, without ASHA's prior written consent. Any assignment in contravention of this Section shall be void.

14.10. Amendment. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by both Parties.

14.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be such Parties' original signatures for all purposes.

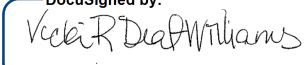
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives as of the Effective Date.

Organization

By: _____
Name: _____
Title: _____
Date: _____

American Speech-Language-Hearing Association

DocuSigned by:
By: 
Name: E89798B5BC9F4BD Vicki R. Deal-Williams, CAE
Title: Chief Executive Officer
Date: 2/4/2022

Appendix A

NOMS ELIGIBILITY REQUIREMENTS

SLP Healthcare Registry: All speech-language pathologists must be ASHA certified and 100% must be ASHA members for participation in the speech-language pathology registry.

Audiology Registry: All audiologists must be ASHA certified members, or non-members of ASHA who hold certification from ASHA or the American Board of Audiology (ABA) and have paid the subscription fee for participation in the audiology registry (see Subscription Fee Requirements).

NOMS SUBSCRIPTION FEE REQUIREMENTS

Registry Fees

The following explains the fees associated with the NOMS registry.

SLP Healthcare Registry: There are no fees to participate in the SLP Healthcare Registry. All participants must be certified ASHA members.

Audiology Registry:

- There are no fees to participate in the Audiology Registry for audiologists who are certified ASHA members.
- An annual, nonrefundable, subscription fee* will be required for each participating audiologist who is a non-member of ASHA who holds certification from ASHA or the American Board of Audiology (ABA). The subscription fee is due when the audiologist registers to join the NOMS registry, and subsequent payments will be due on the twelve-month anniversary thereafter. These fees are not pro-rated. Subscription payments will be applied to the provider audiologist, not to the Organization; therefore, the payments are transferable if the audiologist changes employers during the subscription period. Non-payment of registry fees will lead to an interruption of service and access to the registry.
- Participation in the registry is contingent upon maintaining certification either through ASHA or ABA, regardless of subscription fee status. Failure to maintain certification will lead to an interruption of service and access to the registry.

***Current fees will be posted online and may be adjusted annually at ASHA's discretion. Any changes to the subscription fees will be communicated to the participants in accordance with the Notices section (Section 14.6) of this Agreement.**

USERS OF NOMS

Clinician

- A clinician for the SLP Registry is an ASHA-certified member speech-language pathologist who evaluates and/or treats individual patients/clients for whom data are reported.
- A clinician for the Audiology Registry is an ASHA-certified member audiologist or non-member of ASHA who holds certification from ASHA or the American Board of Audiology (ABA) and has paid the subscription fee, who evaluates and/or treats individual patients/clients for whom data are reported.

Clinician Proxy: an individual who is acting on behalf of the Clinician for the purposes of data entry.

Subscriber

- A subscriber for the SLP Registry is an ASHA certified member in good standing who represents the Organization and serves as the primary point of contact between the Organization and ASHA.
- A subscriber for the Audiology Registry means an ASHA certified member in good standing or non-member of ASHA who holds certification from ASHA or the American Board of Audiology (ABA) and has paid the subscription fee, who represents the Organization and serves as the primary point of contact between the Organization and ASHA.

Subscriber Proxy: an individual who is acting on behalf of the Subscriber for the purposes of organization management. A Subscriber Proxy may be a data analyst or support personnel acting under the supervision of the Subscriber to generate data reports or to assist with administrative duties related to NOMS.

Organization: the facility or facilities under whose auspices the qualified User(s) provide speech-language pathology or audiology evaluation/treatment.